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09/368,996	08/05/1999	TIMOTHY P. BARBER	2-604.2-1	6192

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EXAMINER

WASYLCHAK, STEVEN R

ART UNIT

PAPER NUMBER

3624

DATE MAILED: 07/30/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Applicati n No.

09/368,996

Applicant(s)

BARBER, TIMOTHY P.

Examiner

Steven R. Wasylchak

Art Unit

3624

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on May 5, 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☐ Claim(s) \_\_\_\_\_ is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-7 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on \_\_\_\_\_ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

**Priority under 35 U.S.C. §§ 119 and 120**

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892) 4) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) \_\_\_\_\_ 6) ☐ Other: \_\_\_\_\_

### DETAILED ACTION

1. In view of the telephone interview 25 March 2003, a new office action is put forth. It is to be noted that in the claims there is no mention of the terms "pay-per-view" or "pay to see" or words to that effect. Such terminology or similar terms are described in Applicant's previous patent (US 6,349,288) and may possibly give rise to double-patenting issues if they are introduced into the claims.

#### ***Claim Rejections - 35 USC § 103***

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1 is rejected under 35 U.S.C. 103 (a) as being unpatentable over Egendorf (US 5,794,221) in view of Toader et al. (hereafter "Toader", US 5,774,869).

Regarding claim 1:

Egendorf discloses a method of billing, by a third party, for access by a consumer to information (**vendor** and transmittal information over the Internet) made available by a vendor over a computer network (see Egendorf Abstract), the method comprising steps of:

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having the third party initiate billing and connect the consumer to a location of the vendor where the information resides (see Egendorf, col. 2, L 11-15; and col. 3, L 18-28).

Egendorf fails to disclose that the billing based on how long the consumer elects to access the information. This feature is taught by Toader (col. 2, L 29 to col. 3, L 3). It would have been obvious for an artisan of ordinary skill in the art at time of the invention of Egendorf to integrate his Internet billing method with the sponsor-paid time limited Internet access feature disclosed in Toader because an artisan of ordinary skill in the art would recognize that such a feature would provide an initial incentive to the consumer to access and be exposed to sponsor information over the Internet as an introduction to the timed access consumer-paid billing period. Thus such a modification would provide the Egendorf invention with a means to increase user Internet access and Internet product/service information exposure. Thus such a modification would have been an obvious expedient to one of ordinary skill in the art.

Egendorf fails to disclose when a consumer visits a vendor network address and decides to purchase access to information from the vendor, having the consumer exercise a link that will connect the consumer to the third party where the third party is a provider. This feature is taught by Toader (see Toader, col. 4, L 6-40, especially the Internet Entry Server or IES). Because Egendorf's invention relates to access to the Internet via an Internet Service Provider (ISP), it would have been obvious to an artisan of ordinary skill in the art at the time of the invention of Egendorf to integrate the aforementioned link feature, as disclosed by Toader, into the Egendorf invention

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because an artisan of ordinary skill would recognize that the notoriously old and well known Internet Browser uses links (via HTML) to connect users to various web page resources throughout the Internet. Thus such a modification would be considered an obvious expedient, as well as, an obvious convention within the ordinary skill in the art. Egendorf fails to disclose wherein in initiating billing of the consumer, the third party begins timing access by the consumer to the information made available by the vendor. This feature is disclosed by Toader (see Toader, col. 2, L 62 to col. 3, L 3). It would have been obvious for an artisan of ordinary skill at the time of the invention of Egendorf to integrate the aforementioned feature into his system because an artisan would have recognized the fact that such a feature would be advantageous to the Egendorf method when providing services over the Internet that are time limited. For example, there are on line auctions that charge users for registering into auctions that run over a predetermined length of time. Thus to integrate the aforementioned feature into the Egendorf Internet billing method would be considered an obvious expedient well within the ordinary skill in the art.

4. Claims 2-7 are rejected under 35 U.S.C. 103(a) as being unpatentable over Egendorf (US 5,794,221) and Toader et al (hereafter "Toader", US 5,774,869) as applied to claim 1 above, and 17 further in view of Usui (US 5,956,697).

Regarding claims 2 and 5:

The teachings of Egendorf as modified by Toader have been discussed above.

Egendorf as modified by Toader fail to teach having the vendor make available over the

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computer network a pricetag link that will connect a prospective consumer with the third party,

-if the consumer exercises the pricetag link, having the third party return to the consumer a pricetag page that includes a price-per unit time for access to the information made available for access by the vendor, a maximum duration of access for which the consumer is authorize, and a linked to start session address, which is an address of the third party;

-if the consumer exercises the link to the start session address having the third party return to the consumer an end session link which the consumer can use to terminate the purchase of access to information from the vendor earlier than waiting for the maximum duration of access to information of access to expire, and authentication code;

-also if the consumer exercises the link to the start session address having the third party provide to the vendor the consumer authentication code and the consumer address and begin billing the consumer beginning when the consumer exercised the start session link;

-having the vendor provide to the consumer page located at the connect address of the vendor that provides and access link to the information made available by the vendor.

Usui discloses the aforementioned features (see Usui, col. 2, L 15-51; and col. 2, L 60 to col 3, 7, L 39-49, 61-65; col 4, L 9-36; claim 1,16). In view of the teachings of Usui it would have been obvious to an artisan of ordinary skill at the time of the invention was made to employ the teachings of Usui to the teachings of Egendorf as modified by

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Toader because an artisan of ordinary skill in the would recognize that the teachings of Usui would have been an obvious extension to the teachings of Egendorf as modified by Toader inasmuch as Usui would constitute a substitution of art recognized equivalents as well as an alternative means of Internet access and electronic transactions between the consumer and the vendor. Thus such modifications would provide the latest technology to link and authenticate users and vendors over the Internet.

Regarding claim 3:

A wherein when the consumer accesses the network address of the vendor, the vendor transmits to the consumer a page with the pricetag link that provides enough information to the consumer for the consumer to decide whether to look further in for purchasing information from the vendor (see explanation for claims 2 and 5)

Regarding claim 4:

wherein the third party redirects the consumer to link to the vendor and in so linking passes to the vendor the consumer authorization code and consumer address as parameters of the link(see explanation for claims 2 and 5)

Regarding claim 6:

wherein the means by which the third party is able to determine when access by the consumer to the information is terminated is based on a maximum duration of access to the information, and further wherein the third party determines when the access by the consumer to the information is terminated by determining that the maximum duration has expired (see explanation for claims 2 and 5)

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Regarding claim 7:

wherein the means by which the third party is able to determine when access by the consumer to the information is terminated includes an end session link that is a link the consumer can use to terminate the purchase of access to information from the vendor, and further wherein the third party determines when the access by the consumer to the information is terminated by determining that the consumer has exercised the end session link (see explanation for claims 2 and 5).

-party determines when the access by the consumer to the information is terminated by determining that the consumer has exercised the end session link (see explanation for claims 2 and 5).

References not cited but deemed pertinent: Block(US 5,960,416) and Block et al.(US 4,484,2170), where both describe pay-per-view, the internet, and third party billing.

### **Conclusion**

This action is Non-Final. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Steven R. Wasylchak whose telephone number is (703) 308-2848. The examiner can normally be reached on Monday-Thursday from 8:00 a.m. to 7:00 p.m. EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Vincent Millin, can be reached at (703) 308-1065. The fax number for Art Unit 3624 is (703) 305-7687.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is



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(703) 308-1113.

Steven Wasylchak

7/25/03



**DR. GEOFFREY R. AKERS, P.E.**  
**PRIMARY EXAMINER**